George C. Thomas and Lillie J. E. Thomas, his wife, to the said Jesse M. Kelly and Lizzie A. Kelly, his wife, bearing even date herewith and intended to be recorded prior to or simultaneously with the recording of this mortgage, among the I and Pecords of Frederick County. Maryland.

TOGETHER with all buildings, improvements, rights, ways, privilages and appurtenances thereunto belonging or appertaining.

PROVIDED THAT IF THE SAID Jesse M.Kelly and Lizzie A.Kelly, his wife, their personal representatives or assigns, shall pay the said promissory note with all interest due there on at maturity, and shall perform each and every covenant in this mortgage contained, then this mortgage shall be null and void.

AND FUPTHER PROVIDED that until default be made in the payment of the promissory note aforesaid at maturity, or in the payment of any installment of interest thereon, when the same is due according to the tenor of said promissory note, the said Jesse M. Kelly and Lizzie A. Kelly, his wife, shall possess the said mortgaged property as of present estate therein.

AND STIII PROVIDED that if default be made in the payment of said promissory note at maturity, or in the payment of any installent of interest when the same becomes due according to the tenor of said promissory note, or in the performance or fulfillment of any covenant or agreement contained herein, then and in either case, it shall be lawful for the said Francis H. Engle, his personal representatives or assigns, to sell the said property and premises hereby mortgaged in front of the Court House Door in Frederick City, Varyland, at public auction for cash, after having given at least three weeks notice of the time, place, manner and terms of sale in some newspaper published in Frederick County Maryland, once a week, prior to the date of sale, and to apply the proceeds of sale to the payment, in the first place of the expenses attending the sale, including the usual chancery Commissions and a reasonable counsel fee, and then to the payment of the promissory note aforesaid with all interest due thereon, whenther the same be due and payable according to the tenor of said promissory note or not, and the surplus, if any, to pay the same to the said Jesse M. Kelly and Jizzie A. Velly, or to whoever may be entitled to the same.

And the said Jesse M.Kelly and Hizzie A.Kelly, his wife, covenant that they will keep, during the continuance of this mortgage, the buildings erected on said mortgaged premises in good mepair, and insured for a reasonable sum of money in some safe and reliable.

Insurance Company, paying the premiums and assessments thereon as they fall due and payable, and that they will cause the Palicy of Insurance to be so transferred or endorsed as to inure to the benefit of the said mortgagee in case of loss or damage by fire.

Witness. Grayson E.Staley. Jesse M.Kelly (seal)

State of Maryland, County of Frederick, to-wit; -

I hereby certify that on this 3rd day of April, in the year Nineteen Hundred and Fifteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Jesse M. Kelly and Lizzie A. Kelly, his wife, the said mortgagors, and each acknowledged the foregoing mortgage to be their respective act.

Given under my hand and Notarial Seal on the day and year aforesaid.

Grayson H. Staley Notary Public.

Lizzie A.Kelly

(seal)

State of Maryland, County of Frederick, to-wit;-

m OF me

Motarial

I hereby certify that on this 5th day of April, in the year Nineteen Hundred and Fifteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for Frederick County, personally appeared Francis H. Engle, the foresaid mortgagee, and made